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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 Taylor Thomson

11 Plaintiff,

12 v.

13 Persistence Technologies BVI Pte Ltd.,
14 Tushar Aggarwal, Ashley Richardson,

15 Defendants.

Case No. 2:23-cv-04669-MEMF-MAR

PROTECTIVE ORDER

1 **1. GENERAL**

2 1.1 Purposes and Limitation

3 To the extent that discovery in this action may involve production of
4 confidential, proprietary, or private information for which special protection from
5 public disclosure and from use for any purpose other than prosecuting this litigation
6 may be warranted, Plaintiff Taylor Thomson moves the Court to enter the following
7 Protective Order. Plaintiff acknowledges that this Order does not confer blanket
8 protections on all disclosures or responses to discovery and that the protection it
9 affords from public disclosure and use extends only to the limited information or
10 items that are entitled to confidential treatment under the applicable legal principles.
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
12 standards that will be applied when a party seeks permission from the court to file
13 material under seal.

14 1.2 Good Cause Statement

15 This action may involve confidential personal information, including, but not
16 limited to, financial account statements, personal tax information, names and contact
17 information of both parties and non-parties, protected medical information, and/or
18 personal information otherwise generally unavailable to the public, or which may be
19 privileged or otherwise protected from disclosure under state or federal statutes,
20 court rules, case decisions, or common law. Accordingly, to adequately protect
21 information that should be kept confidential, to address their handling at the end of
22 the litigation, and serve the ends of justice, an appropriate protective order is justified
23 in this matter.

24 **2. DEFINITIONS**

25 2.1 Action: the above-entitled federal lawsuit.

26 2.2 Challenging Party: a Party or Non-Party that challenges the designation
27 of information or items under this Order.
28

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
4 Good Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
6 their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that are produced in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, including support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staff).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium,
9 and trial consultants) and their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14 **3. SCOPE**

15 3.1 The protections conferred by this Order cover not only Protected
16 Material (as defined above), but also (1) any information copied or extracted from
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
18 Material; and (3) any testimony, conversations, or presentations by Parties or their
19 Counsel that might reveal Protected Material.

20 3.2 Any use of Protected Material at trial shall be governed by the orders of
21 the trial judge. This Order does not govern the use of Protected Material at trial.

22 **4. DURATION**

23 If final disposition of this litigation occurs before trial, the confidentiality
24 obligations imposed by this Order shall remain in effect until a Designating Party
25 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
26 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
27 with or without prejudice; and (2) final judgment herein after the completion and
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1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
2 including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law or (3) distribution of monies owed or the time required to
4 provide other relief, if any, to Plaintiff pursuant to any settlement or judgment.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection under
8 this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. The Designating Party must designate for
10 protection only those parts of material, documents, items, or oral or written
11 communications that qualify so that other portions of the material, documents, items,
12 or communications for which protection is not warranted are not swept unjustifiably
13 within the ambit of this Order.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.3(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 5.3 Designation. Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
24 contains protected material. If only a portion or portions of the material on a page
25 qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection shall be
5 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
6 it wants copied and produced, the Producing Party must determine which documents,
7 or portions thereof, qualify for protection under this Order. Then, before producing
8 the specified documents, the Producing Party must affix the "CONFIDENTIAL"
9 legend to each page that contains Protected Material. If only a portion or portions of
10 the material on a page qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (e.g., by making appropriate markings in the
12 margins).

13 (b) for testimony given in depositions, that the Designating Party either (i)
14 identify the testimony that is CONFIDENTIAL and subject to protection under this
15 Order on the record, before the close of the deposition or (ii) provide specific page
16 and line designations of testimony which is CONFIDENTIAL and subject to
17 protection under this Order within 15 days of the deposition.

18 (c) for information produced in some form other than documentary and for
19 any other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 "CONFIDENTIAL." If only a portion or portions of the information warrants
22 protection, the Producing Party, to the extent practicable, shall identify the protected
23 portion(s).

24 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive the
26 Designating Party's right to secure protection under this Order for such material.
27 Upon timely correction of a designation, the Receiving Party must make reasonable
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1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37.1 et seq. All Parties must comply with the
9 procedures set forth in Local Rules 37-1, 37-2, and 37-3, except to the extent that the
10 procedures or Standing Order of the applicable Judge modify or dispense with any of
11 the requirements.

12 6.3 Burden. The burden of persuasion in any such challenge proceeding
13 shall be on the Designating Party. Frivolous challenges, and those made for an
14 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
15 other parties) may expose the Challenging Party to sanctions. Unless the Designating
16 Party has waived or withdrawn the confidentiality designation, all parties shall
17 continue to afford the material in question the level of protection to which it is
18 entitled under the Producing Party's designation until the Court rules on the
19 challenge.

20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this
23 Action only for prosecuting, defending, or attempting to settle this Action. Such
24 Protected Material may be disclosed only to the categories of persons and under the
25 conditions described in this Order. When the Action has been terminated, a Receiving
26 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

18 (f) Professional Vendors (including professional trial consultants) to whom
19 disclosure is reasonably necessary for this Action;

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for non-party
23 witnesses (who are not Outside Counsel), in the Action to whom disclosure is
24 reasonably necessary provided: (1) the deposing party requests that the witness sign
25 the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any
26 confidential information unless they sign the “Acknowledgment and Agreement to
27 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
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1 by the court. With respect to the deposition of a Non-Party witness who has not
2 signed Exhibit A, pages of transcribed deposition testimony or exhibits to depositions
3 that reveal Protected Material may be separately bound by the court reporter and may
4 not be disclosed to anyone except as permitted under this Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification shall include a
16 copy of this Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by the Designating Party whose Protected Material may be affected. If the
19 Designating Party timely seeks a protective order, the Party served with the subpoena
20 or court order shall not produce any information designated in this action as
21 “CONFIDENTIAL” before a determination by the court from which the subpoena or
22 order issued, unless the Party has obtained the Designating Party’s permission. The
23 Designating Party shall bear the burden and expense of seeking protection in that
24 court of its confidential material and nothing in these provisions should be construed
25 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
26 directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party’s confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party’s
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-
13 Party that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Protective
16 Order in this Action, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

18 (3) make the information requested available for inspection by the
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this Court within
21 14 days of receiving the notice and accompanying information, the Receiving Party
22 may produce the Non-Party’s confidential information responsive to the discovery
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
27 of seeking protection in this court of its Protected Material.
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1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIALS**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Protective Order, the Receiving Party must immediately (a) notify in writing the
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and (d)
8 request such person or persons to execute the “Acknowledgment and Agreement to
9 Be Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the protective order submitted to the
21 Court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
26 would have to object to disclosing or producing any information or item on any
27 ground not addressed in this Protective Order. Similarly, no Party waives any right to
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1 object on any ground to use in evidence of any of the material covered by this
2 Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. Good cause must be shown in the request to file
7 under seal. If a Party's request to file Protected Material under seal is denied by the
8 Court, then the Receiving Party may file the information in the public record unless
9 otherwise instructed by the Court.

10 **13. FINAL DISPOSITION**

11 Within 60 days after the final disposition of this Action, as defined in Section 4
12 above, each Receiving Party must destroy all Protected Material as required by this
13 Paragraph. As used in this subdivision, "all Protected Material" includes all copies,
14 abstracts, compilations, summaries, and any other format reproducing or capturing
15 any of the Protected Material. Upon written request of the Producing Party or the
16 Designating Party, the Receiving Party must submit a written certification to either
17 Producing Party or Designating Party by the 60 day deadline that (1) all the Protected
18 Material which is required to be destroyed, was destroyed and (2) affirms that the
19 Receiving Party has not retained any copies, abstracts, compilations, summaries or
20 any other format reproducing or capturing any of the Protected Material.

21 **14. VIOLATIONS**

22 Any violation of this Order may be punished by any and all appropriate
23 measures including, without limitation, contempt proceedings and/or monetary
24 sanctions.

25 **ORDER**

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED THAT THE PROTECTIVE
2 ORDER SET FORTH ABOVE IS HEREBY ADOPTED AND ENTERED AS AN
3 ORDER OF THIS COURT.

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6 Dated: November 7, 2025.

By: 

Hon. Margo A. Rocconi
U.S. MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Protective
Order that was issued by the United States District Court for the Central District of
California on _____ [date] in the case of *Thomson v. Persistence Technologies*
BVI Pte Ltd., No. 2:23-cv-04669-MEMF-MAR. I agree to comply with and to be
bound by all the terms of this Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Protective Order to any person or entity
except in strict compliance with the provisions of this Order. I further agree to submit
to the jurisdiction of the United States District Court for the Central District of
California for the purpose of enforcing the terms of this Protective Order, even if
such enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of _____
[print or type full address and telephone number] as my California agent for service
of process in connection with this action or any proceedings related to
enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____